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UNITED ST	TATES BAN	KRUPTCY	COURT
SOUTHER	N DISTRICT	OF NEW	YORK

	_ \	
In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)	Chapter 11
Debtors.)	Jointly Administered
	1	

ORDER DENYING DEBTORS' MOTION PURSUANT TO BANKRUPTCY RULE 3013
AND BANKRUPTCY CODE SECTION 362(A) FOR A DETERMINATION THAT
(I) GMAC MORTGAGE'S FRB FORECLOSURE REVIEW OBLIGATION IS A
GENERAL UNSECURED CLAIM AND (II) THE AUTOMATIC STAY PREVENTS
ENFORCEMENT OF THE FRB FORECLOSURE REVIEW OBLIGATION

Upon consideration of the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors" and each, a "Debtor") for an order determining (i) that, for purposes of any proposed plan, GMAC Mortgage's obligation to conduct the FRB Foreclosure Review shall be classified as a general unsecured claim in an amount to be determined, and (ii) the automatic stay prevents the FRB and the FDIC from taking any action to enforce such claim against the Debtors; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Motion having been given; and it

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28 U.S.C. § 157(b); and sufficient notice of the Motion having authorized the Debtors to enter Brook and preferom under an amendment to the Debtors' consent order with the

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Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.



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Federal Reserve Board and the Federal Deposit Insurance Corporation, dated April 13, 2011 [Docket No. 4365], it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

- 1. The Motion is DENIED as moot for the reasons stated on the record at the July 26, 2013 omnibus hearing in these Chapter 11 cases of the above-captioned Debtors.
- This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August 16, 2013 New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

SUSAN Y. SOONG CLERK, US DISTRICT COURT HO. DIST. OF CA.

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Paying Agent – Rust Consulting, Inc. P.O. Box 3036 Faribault, MN 55021-2636



Independent Foreclosure Review

IMPORTANT PAYMENT AGREEMENT INFORMATION ENCLOSED

January 27, 2014



Your payment in enclosed

"SNGLP ROBERT D EBERWEIN Reference Number: 1000168059 Property Address: 611-613 NORTH P STREET LIVERMORE CA 94550

Si usted habla español, tenemos rapresentantes que pueden esistirte en su idiome.



Dear Robert D Eberwein,

You were recently sent a notice that you are eligible to receive a payment as a result of an agreement between federal banking regulators and GMAC Mortgage, LLC in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes.

This letter includes your check. It also explains the amount of the payment, why you are receiving a payment, how to cash the check, and other important information and disclosures.

Your payment is: \$4,500.00.

Why you are receiving a payment

In July of 2013, GMAC Mortgage, LLC entered into an agreement with the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the Board of Governors. Additional information about this agreement can be found at www.federalieserve.nbv.

Regulators determined your payment amount based on the stage of your foreclosure process and other considerations related to your foreclosure.

How to cash the check

You must cash or deposit the check within 90 days, or the check will be void. All borrowers listed on the check must sign it to cash it.

CLERKIUS DIST OF CA HO DIST OF CA HO DIST OF CA The payment amount is final.

There is no process to appeal the payment.

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The Huging Tools of Services (Control of Services) The Huging Tools of Services (Control of Services) Tools of Se

The Hundrigton National Bank

Check No. 7607401

Elnancial Institutions may call 4(855-460-4526 to Verify this check

93 :0 1d 0:

NOT VALID FOR AMOUNT OTHER THAN \$4,500.00 Payee's signatures required on back in order for this instrument to be paid.

CRAIR

Pay: FOURTHOUSAND BYE HUNDRED DOLLARS AND NO CENT EPRY to DECRIBERT ACCEPTED EBERWEIN

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Residential Capital, LLC c/o KCC 2335 Alaska Ave El Segundo, CA 90245

PRF 53920 10938667

NDEX West LLC TS World Saving Bank Successo Fremont
Investment & Loan APN
Patrick De Jesus
LSI Title Company/Agency Sales & Posting
541 Banyan Circle
Walnut Creek CA 94597

SUSAN Y SOONG CLERK, US DISTRICT COURT NO. DIST. OF CA.

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ATTACHMENT M-2 Optional - Discard if not used MOTIONS TO AVOID NONPOSSESSORY NONPURCHASE MONEY LIENS (Pursuant to 11 U.S.C. § 522(f)(1)(B))

(A separate motion must be used to avoid each lien.) NUMBER OF MOTIONS TO AVOID NONPOSSESSORY LIENS IN THIS PLAN DOCKET CONTOL NUMBER ASSIGNED TO THIS MOTION TO AVOID NONPOSSESSORY LIEN:

NOTICE IS HEREBY GIVEN that Debtor moves to avoid the lien on Debtor's exempt property (consisting of household furnishing, household goods [as defined at section 522(f)(4)(A)], wearing apparel, appliances, books, animals, crops, musical instruments, or jewelry held primarily for the personal, family, or household use of Debtor or a dependent of Debtor; implements, professional books, or tools of the trade of Debtor or a dependent of Debtor; or professionally prescribed health aids for Debtor or a dependent of Debtor) held by the creditor identified below. If this motion is granted, the claim of the creditor named below will be treated as a general unsecured claim (Class 7).

Name of the creditor whose nonpossessory, nonpurchase money security interest or lien on the below-described property is being avoided:

Detailed description of exempt property:

Debtor's opinion of the exempt property's "replacement value" [as defined and limited by section 506(a)(2)]:

Amount of the creditor's claim:

\$

Other information relevant to the resolution of this motion:

U.S ALD T.E

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. delia

Dated OB USA IS CLERK, US DISTRICT COURT SUSAN Y SOONG

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EDC 3-080, Attachment-M-2 (Rev. 02/02/2009)

Debtor

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ATTACHMENT M-2 Optional – Discard if not used

MOTIONS TO AVOID NONPOSSESSORY NONPURCHASE MONEY LIENS

(Pursuant to 11 U.S.C. § 522(f)(1)(B))

(A separate motion must be used to avoid each lien.)

NUMBER OF MOTIONS TO AVOID NONPOSSESSORY LIENS IN THIS PLAN

DOCKET CONTOL NUMBER ASSIGNED TO THIS MOTION TO AVOID NONPOSSESSORY LIEN: 120-34

NOTICE IS HEREBY GIVEN that Debtor moves to avoid the lien on Debtor's exempt property (consisting of household furnishing, household goods [as defined at section 522(f)(4)(A)], wearing apparel, appliances, books, animals, crops, musical instruments, or jewelry held primarily for the personal, family, or household use of Debtor or a dependent of Debtor; implements, professional books, or tools of the trade of Debtor or a dependent of Debtor; or professionally prescribed health aids for Debtor or a dependent of Debtor) held by the creditor identified below. If this motion is granted, the claim of the creditor named below will be treated as a general unsecured claim (Class 7).

Name of the creditor whose nonpossessory, nonpurchase money security interest or lien on the below-described property is being avoided:

Detailed description of exempt property:

Debtor's opinion of the exempt property's "replacement value" [as defined and limited by section 506(a)(2)]: \$

Amount of the creditor's claim:

\$

Other information relevant to the resolution of this motion:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CLERK, US DISTRICT COURTED SCO. POPULO SUSAN Y: SOONG

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Joint Debtor

EDC 3-080, Attachment M-2 (Rev. 02/02/2009)

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04/23/12 Account Number 0359141821 Page Two

* Deed in Lieu of Foreclosure: If you have tried to sell your property for 90 days, you may be able to voluntarily return the deed to GMAC Mortgage, LLC to satisfy your debt and avoid foreclosure.

To be considered for any of these options, you may be required to provide us with financial information. Collection activity will continue and your monthly mortgage payment will still be due while we evaluate your financial situation. Not all options may be available to you.

To discuss your available options, please contact us immediately at 800-850-4622.

Sincerely,

Collection Department Loan Servicing

Please Note:

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

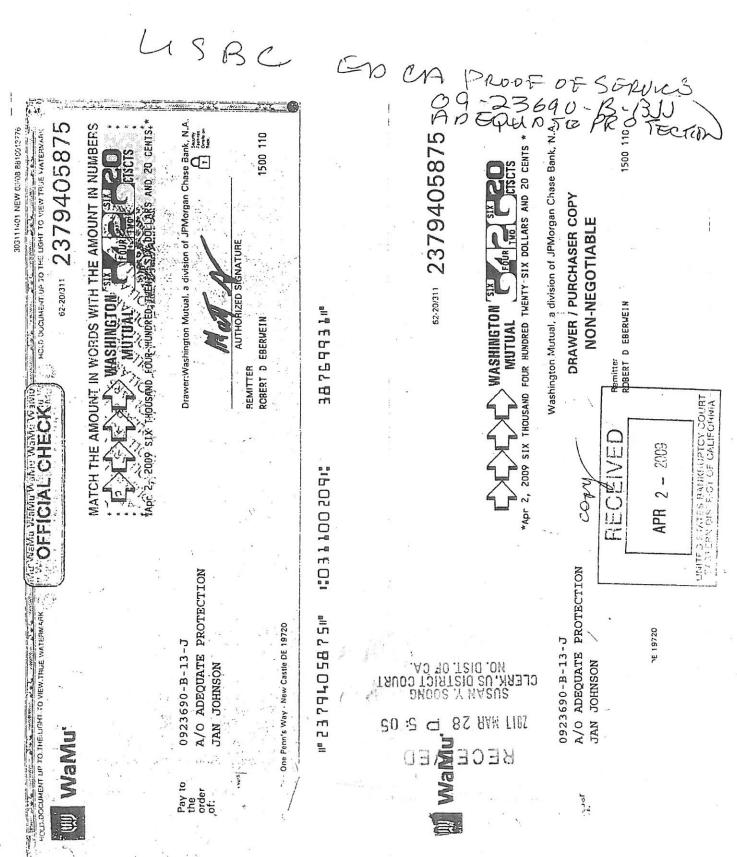
For additional information about options that may help you avoid foreclosure, as well as brochures to educate you about foreclosure rescue scams and telephone and internet referrals to legitimate mortgage counselors, please contact the FDIC at 1-877-ASK-FDIC (1-877-275-3342) or via the web at: http://www.fdic.gov/consumers/loans/prevention/index.htm.

For your information, you may contact a HUD Counseling Agent at 1-800-569-4287. The toll free TDD number for the HUD Counseling Agency is 1-800-877-8339.

Please do not send medical information. As required by law, we are prohibited from obtaining or using medical information (e.g., diagnosis, treatment or prognosis) in connection with your eligibility or continued eligibility for credit. We will not use it when evaluating your request and it will not be retained.

5:06 (037) Enclosure RECEIVED S: 05

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UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF CALIFORNIA

CHALEDEEAMMLA DEBORAH.

Plaintiff,

Case Number: CV13-02728 DMR

CERTIFICATE OF SERVICE

٧.

PEOPLE OF THE STATE et al.

Defendant.

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on June 20, 2013, I SERVED a true and correct copy(ies) of the Order to Submit Completed IFP Application, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Chaledeeanka Deborah Ann Williams Goye Eberwein 25 Amberwood Lane, Bldg 2 Walnut Creek, CA 94597

Dated: June 20, 2013

Richard W. Wieking, Clerk

By: Ivy Carcia, Deputy Clerk

CLERK.US DISTRICT COURT SUSAN Y. SOONG

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We have learned that the only answering defendant, added pursuant to the filing of a Prejudgment Claim of Right to Possession, 3109 KING STREET PROPERTY MANAGEMENT, CHALEDEEANNKA DEBORAH ANN WILLIAMS-GOYENS BELL EBERWEIN (collectively, "Eberwein"), is a vexatious litigant having no rights in the Premises, who has filed this claim without first obtaining leave of the Presiding Judge of this Court. Eberwein's violation of the Prefiling Order entered on April 30, 2007 in Alameda County Superior Court Consolidated Cases Nos. BG05-244910 and RG07-312218 is punishable as a contempt of court and warrants the sustaining of plaintiff's demurrer without leave to amend.

II. LEGAL ARGUMENT

A. Eberwein's Answer States Facts Demonstrating Agreements With Landlord Or Tenant Regarding the Premises And Can Make Claims Through The Defaulted Tenant.

The Answer contains facts or information that support the allegations in the boxes checked in the form answer. The Complaint makes it clear that the lease was with Michelle O'Connor as a stenant, so there is agreement with Landlord that would support a right to possession. Neither are there any facts in the Answer that support an agreement with the Tenant. Tenant Michelle O'Connor has defaulted in this action and can no longer appear and defend this action, so that Eberwein's claim to a right to possession through Michelle O'Connor, as a successor in interest in some manner, can be asserted in this action. Consequently, Eberwein can allege any basis for a right to possession and the demurrer must be with leave to amend.

B. <u>Eberwein's Answer Violates The Prefiling Order Against Her As A Vexatious Litigant And Is Punishable As A Contempt of Court.</u>

Eberwein has been determined to be a vexatious litigant pursuant to Code of Civil Procedure section 391 and a Prefiling Order has been entered against her. (See Supplemental Request for

¹ Neither the Prejudgment Claim nor the Answer were served on this office by Eberwein.

Post-petition Postmark on Notice:

At the hearing, Plaintiff also asserted the post-petition mailing of the Notice was a violation of the automatic stay. The parties do not dispute that the postmark date on the envelope for the Notice is December 29, 2011. However, there are no facts alleged that the Defendants had notice of Plaintiff's bankruptcy filing at the time the Notice was deposited into the mail. Plaintiff filed her petition at 4:13 p.m. on December 28, 2011. At approximately 6 p.m., Plaintiff delivered to Mr. Pilgrim's place of business a letter dated December 28, 2011 stating that "as of today I will be in active bankruptcy." The letter did not contain a copy of the petition or a reference to a case number. It is unclear whether the Notice was deposited in the mail prior to the delivery of Plaintiff's letter. Simply put, the substantially contemporaneous mailing of a Notice posted pre-petition is insufficient to establish a knowing and willful violation of the automatic stay.

Additional Allegations:

Plaintiff's statement references phone calls and statements purportedly made by Defendants after they received notice of the bankruptcy. However, no facts are provided as to when and where such statements were made. Further, they contradict Plaintiff's deposition testimony that after December 28, 2011 she never had any telephone contact with Ron Pilgrim. Plaintiff was requested to identify those facts supporting her claims for violation of the automatic stay. General statements without essential information regarding when the statements were made, particularly where contradicted by Plaintiff's testimony, are not sufficient to establish a claim.

Conclusion:

At the request of the Court, Plaintiff filed a statement identifying facts supporting her claim that Defendants knowingly and willfully violated the automatic stay. The facts asserted are insufficient to establish a knowing and willful violation of the automatic stay pursuant to Bankruptcy Code § 362(k). As such, the court finds that if yould be unduly burdensome to Defendants and a waste of judicial resources to proceed to SUSAN Y SCONG trial on claims for which there is no factual support. On that basis, Plaintiff's remaining claims will be SO:S = 87 HYW LIDZ dismissed by order of the court entered contemporaneously herewith.

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END OF ORDER

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4 5 6 7	21-5 COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO, S.F. TA
9 10	FOR THE COUNTY OF SACRAMENTO, S.F.
11 12 13	Plaintiff, vs. Plaintiff, Vs. Plaintiff, Plaintiff, Vs.
14 15	Defendant
17 18	The text of your decument begins here.
20 21 22	DATED: March 1, 2017 Mule Colour Signature Colour
23	CLERK, US DISTRICT COURT OLIGHAN Y, SOONG SUSAN Y, SOONG OLIGHAN OF CA.
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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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Northern District of California United States District Court

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Copy mailed to party(s).

Case No. 16-cv-03219-LB

ORDER

GOOD CAUSE APPEARING THEREFOR,

3109 KING ST PROPERTY

Plaintiffs,

VASONA MANAGEMENT, et al.,

Defendants.

MANAGEMENT, et al.,

v.

IT IS ORDERED that this case is reassigned to the Honorable Vince Chhabria in the San Francisco division for all further proceedings. Counsel are instructed that all future filings shall bear the initials VC immediately after the case number.

All dates presently scheduled are vacated and motions should be renoticed for hearing before the judge to whom the case has been reassigned. Briefing schedules, ADR compliance deadlines, and other case deadlines remain unchanged. Matters for which a magistrate judge has already issued a report and recommendation shall not be rebriefed or noticed for hearing before the newly assigned judge; such matters shall proceed in accordance with Fed R. Civ. P. 72(b).

Dated: 6/21/2016

FOR THE EXCUTIVE COMMITTEE

Clerk, United States District Court

A true and correct copy of this order-has been served by mail upon any pro se parties.

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Attorneys for Creditor

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aka CHALEDEEANNKA DOC PRPR, aka CHALEDEEANNKA DOCUMENT PREPARER GOYENS, aka CHALEDEEANNKA GOYENS, aka DEBORAH A. WILLIAMS, aka DEBORAH ANN WILLIAMS, aka DEE ANN GOYENS, aka DEE ANN WILLIAMS-GOYENS. aka FRED GOVENS, aka FREDDIE GOYENS, aka FREDDIE GOYENS, JR., aka GARLAND TYLER, aka LIONS JUDAH SPIRITUAL WARFARE TRAINING MINISTRY, aka O'LEVIA DE'AGAPE-D GOYENS, aka O'LEVIA DE'-AGAGE-D'GOYENS, aka O'LEVIA DEL-AGAPE GOYENS, aka OLEVIA GOYENS, aka ROBERT DANIEL EBERWEIN, aka MICHELLE O'CONNOR, aka PAUL CHRISTENSEN, aka LISA SWAIN-MORRIS, aka TRUSTOR FOR LEHMAN BROTHERS HOLDINGS, aka PROPERTY ASSET MANAGERS, aka 3109 KING ST. PROPERTY MGMT., aka C D A W G-B EBERWEIN ST. PROPERTY MANAGEMENT, dba, VACA CITY TOW,

and

FEDELINA ROYBAL-ROYBAL DE AGUERO, and FEDELINA ROYBAL DE-AGUERO 2008 TRUST,

Defendants.

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Plaintiff: Defendant:	
	BAUTISTA CASE NUMBER RG16804977
Defendant:	OTTOVICH
11 If my landia	ed last this same of the Control of
	rd lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and additional rights and should seek legal advice.
12. I understand Prejudgmer	d that I will have <i>five days</i> (excluding court holidays) to file a response to the Summons and Complaint after I file this at Claim of Right to Possession form.
	NOTICE: If you fail to file this claim, you may be evicted without further hearing.
13. Rental agr	eement. I have (check all that apply to you):
a. aı	n oral or written rental agreement with the landlord.
b. ar	n oral or written rental agreement with a person other than the landlord.
	n oral or written rental agreement with the former owner who lost the property to foreclosure.
	ther (explain):
	purchased the property evidenced by documents on file.
declare under p	penalty of perjury under the laws of the State of California that the foregoing is true and correct.
declare under p	penalty of perjury under the laws of the State of California that the foregoing is true and correct. WARNING: Perjury is a felony punishable by imprisonment in the state prison.
	WARNING: Perjury is a felony punishable by imprisonment in the state prison.
rate: 6 October	WARNING: Perjury is a felony punishable by imprisonment in the state prison.
declare under p Date: 6 October Harvey Ottovich	WARNING: Perjury is a felony punishable by imprisonment in the state prison. 2016
Pate: 6 October	WARNING: Perjury is a felony punishable by imprisonment in the state prison.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

- 1. You are NOT named in the accompanying Summons and Complaint.
- 2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
- 3. You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10-day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you may be evicted without a hearing.

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12-12020-mg Doc 3366 Filed 04/05/13 Formal 04/05/42 16:55:05 Main Docket #3366 Date Filed: 4/5/2013

Hearing Date: April 11, 2013 at 10:00am

SOUTHERN DISTRI	CT OF NEW YORK	
	<u> </u>	
In re:	5	Case No. 12-12020 (MG)

RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11

UNITED STATES BANKRUPTCY COURT

Debtors.) Jointly Administered

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM'S SUPPLEMENTAL BRIEF IN SUPPORT OF ITS OBJECTION TO DEBTORS' MOTION FOR A DETERMINATION THAT (I) GMAC MORTGAGE'S INDEPENDENT FORECLOSURE REVIEW OBLIGATION IS A GENERAL UNSECURED CLAIM AND (II) THE AUTOMATIC STAY PREVENTS ENFORCEMENT OF THE INDEPENDENT FORECLOSURE REVIEW OBLIGATION

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PRELIMINA	RY STATEMENT1
SUPPLEMEN	ITAL ARGUMENT2
A.	Any Remediation or Reimbursement Payments Under the Board's Injunctive Consent Order Are Not General Unsecured Claims
В.	The Precedent Cited By the Unsecured Creditors Committee Does Not Support A Conclusion That There Is A "Claim"
C.	Any Remediation or Reimbursement Payments to Borrowers Cannot Permissibly Disconnected from GMACM's Other Remedial Obligations Under the Consent Order
D.	Concluding that Any Remediation or Reimbursement Payments Are "Claims" Would Contravene Section 8(i)(1)11
E.	Even if GMACM's Injunctive Obligations Are "Claims," They Are Not General Unsecured Claims and Should Be Afforded Administrative Priority
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<u>Desouza v. Wells Fargo Bank, N.A.,</u> 2013 U.S. Dist. LEXIS 30551 (E.D. M.I. 2013)
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12 U.S.C. & 1818(c)

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The Board of Governors submits this supplemental brief (the "Supplemental Brief") in support of its objection (the "Objection") [Docket No. 3149] to the February 27, 2013 Motion of Residential Capital, LLC ("ResCap") and its affiliated debtors in possession in the above-captioned cases, including GMAC Mortgage, LLC ("GMACM") [Docket No. 3055]. In support hereof, the Board respectfully states as follows:

PRELIMINARY STATEMENT

1. The Board submits this Supplemental Brief, at the request of the Court, to address the following questions: "[One,] [a]re any payments for restitution or reimbursement general unsecured claims?² ... And two, would Ally Financial be liable for any shortfall in restitution or reimbursement payments if they are general unsecured claims and the pro rata share paid to unsecured creditors [is] less than the full amount?" March 21, 2013 Hr'g Tr. (the "Hr'g Tr.") 98:6-12.³ We also address the Court's related questions of whether there is anything in the Consent Order that would "override the priorities of the Bankruptcy Code," and whether restitution under section 8 of the Federal Deposit Insurance Act, as amended (the "FDI Act"), 12 U.S.C. § 1818 ("section 8"), the statutory framework governing the Board's enforcement authority, "means payment in full even if bankruptcy law would determine that it's a general unsecured claim that's paid pro rata[.]" Hr'g Tr. 79:15-17 and 81:17-20.

Undefined capitalized terms in this Supplemental Brief have the meaning set forth in the Motion and Objection.

Because the Consent Order speaks in terms of remediation and reimbursement, see Exhibit A ¶ 3(d), we

hereinafter use the terminology of the Consent Order.

As the Court's questions are limited to payments, this Supplemental Brief does not address remediation not involving payments, such as correcting a misfiled property deed, but note that the plain language of section 101(5) of the Bankruptcy Code, 11 U.S.C. § 101(5), clearly does not contemplate injunctive obligations that do not involve a "right to payment." We also do not address whether the Board is a "creditor" with respect to any remediation or reimbursement payments, since the Board clearly has no right to (an in fact will not) receive any such payments.

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SUPPLEMENTAL ARGUMENT

- A. Any Remediation or Reimbursement Payments Under the Board's Injunctive Consent Order Are Not General Unsecured Claims
- 2. There is nothing in the Consent Order or section 8 of the FDI Act that could reasonably be construed to afford any third party the authority to enforce the injunctive obligations owed to the Board in other words, any "right to payment" under the Consent Order. In fact, paragraph 30 of the Consent Order unambiguously precludes third parties from having any rights or claims under the Consent Order, which would include any perceived right to remediation or reimbursement payments as part of the Independent Foreclosure Review; it reads, "[n]othing in this Order, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim under this Order." Exhibit A ¶ 30 (Consent Order). Simply put, borrowers who may receive remediation or reimbursement payments under the Consent Order have no "right to payment" that they may enforce.
- 3. Similarly, although borrowers will no doubt benefit from GMACM's fulfillment of its obligations under the Consent Order, such borrowers do not have a "claim" here premised on their beneficiary status. Paragraph 30 plainly negates any claim even one premised on a contractual third-party beneficiary theory. The Consent Order is not a contract, but even if it were, federal common law would look to the same considerations as the Restatement of Contracts in determining whether a third party is a beneficiary who may enforce the contract.

 See Rivera v. Bank of America Home Loans, 2011 U.S. Dist. LEXIS 43138, *11-*12 (E.D. N.Y.

(neither the National Mortgage Settlement consent decree nor the independent foreclosure review request for review form constitutes a valid contract).

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⁴ The Consent Order is not the "contract" that is required to sustain a third-party beneficiary theory. Rather, it is a regulatory enforcement action that is enforceable by the Board pursuant to statute, not as a matter of contract law. See, e.g., In re Conner Corp., 127 B.R. 775 (E.D. N.C. 1991) (an agreement to comply with a federal banking agency's regulatory requirements does not constitute a contract that supported a "claim" based on a third-party beneficiary theory); Desouza v. Wells Fargo Bank, N.A., 2013 U.S. Dist. LEXIS 30551, *9-*11 (E.D. M.I. 2013)

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2011) (citing Maniolos v. United States, 741 F.Supp. 2d 555 (S.D.N.Y. 2010)); Caires v. JPMorgan Chase Bank, N.A., 880 F.Supp. 2d 288, 301-302 (D. Conn. 2012) (citing Falls Riverway Realty, Inc. v. City of Niagara Falls, 754 F.3d 49, 55 n. 4 (2nd Cir. 1985)); In re Conner Corp., 127 B.R. 775, 777 (E.D. N.C. 1991). Under the Restatement, "a [person] claiming to be the intended third party beneficiary of a government contract must show that he was 'intended to benefit from the contract and that third-party beneficiary claims are consistent with the terms of the contract and the policy underlying it." Riviera, 2011 U.S. Dist. LEXIS at *14 (quoting Speleos v. BAC Home Loans Servicing, L.P., 755 F.Supp. 2d 304 (D. Mass. 2010)). The Restatement treats individual members of the public as incidental beneficiaries of a government contract unless a different intention is manifested, and incidental beneficiaries cannot enforce a contract. See id. at *12-*13 (quoting Restatement (Second) of Contracts § 313 cmt. a.). Even where there is manifested an intent to benefit, negating language such as that in paragraph 30 precludes third party beneficiaries from enforcing a government contract. See e.g., Fellows v. CitiMortgage, Inc., 710 F.Supp. 2d 385, 406 (S.D. N.Y. 2011); Rivera, 2011 U.S. Dist. LEXIS at *12.

- 4. Borrowers who may receive remediation or reimbursement payments under the Consent Order are at best incidental beneficiaries, since no intent to treat them as anything more was manifested by the parties to the Consent Order. Rather, the parties unambiguously evidenced their intent to not give to any third party any benefit under the Consent Order. Paragraph 30 precludes any third party, even if an intended beneficiary, from enforcing the Consent Order.
- 5. In sum, borrowers who may benefit from GMACM's injunctive obligations to the Board obligations that may result in remediation or reimbursement payments are no

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WWW.OCWEN.COM Helping Homeowners is What We Do! 1661 Worthington Road, Suite 100 West Palm Beach, FL. 33409 Toll Free: (800) 746 - 2936

11/01/2016

Loan Number: 7092019350

Harvey G Ottovich Randy S Ottovich 36224 Pecan Ct Fremont, CA 94536-2658

Property Address: 37231 Mission Blvd

Fremont, CA 94536

Re: Delinquency Information

Dear Harvey G Ottovich Randy S Ottovich

We are providing the information in this notice because, as of the date of this letter, the above account is delinquent.

DELINQUENCY NOTICE

You are late on your mortgage payments. As of 11/01/16, you are 1461 days delinquent on your mortgage loan. Your account first became delinquent on 11/02/12. Failure to bring your loan current may result in fees and foreclosure - the loss of your home.

Recent Account History

- Payment due 11/01/16: UNPAID AMOUNT OF \$2695.66
- Payment due 10/01/16: UNPAID AMOUNT OF \$2695.66
- Payment due 09/01/16: UNPAID AMOUNT OF \$2695.66
- Payment due 08/01/16: UNPAID AMOUNT OF \$2695.66
- Payment due 07/01/16: UNPAID AMOUNT OF \$2695.66
- Payment due 06/01/16: UNPAID AMOUNT OF \$2695.66
- Total: \$118603.52. You must pay this amount to bring your loan current. Please note that the Total Amount Due includes your next regular monthly payment.

This amount may not include all fees and charges, as all fees and charges may not have been billed or posted to your account as of the letter date. Please contact us for your current reinstatement amount or payoff amount.

Your account has been referred to an attorney to foreclose. The first step in this process, the first filing, was completed.

If You Are Experiencing Financial Difficulty: If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area, go to www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287.

NMLS # 1852

MADNREM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF ALAMEDA

Date:

October 25, 2016

Hon.

Judge KEVIN MURPHY, Presiding Judge

Yasmin Singh Not Reported DEPT. 01 , Deputy Clerk , Reporter

CHALEDEEANNKA DEBORAH ANN ILLIAMS GOYENS-BELL

EBERWEIN

ROBERT EBERWEIN

Counsel appearing for Plaintiff

Petitioner

VS

No Appearance

Counsel appearing for Defendant

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA HON. Kimberly Coldwell and Thomas Rasch

THIRD PARTY IN INTEREST: Lorenzo Commons, LLC

Respondent

NATURE OF PROCEEDINGS:

RULING RE:

PETITION FOR WRIT OF MANADATE

Action No: 3191

Trial Court : HG16819912 WRIT CASE: RG16836180

No Appearance

Petitioner Eberwein's petition for writ is denied. Request for stay is also denied.

RECEIVED

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RUSAN Y, SODING

RK, US DISTRICT COUNTY

WO. DIST. OF CA.

Copies of this minute order mailed this date: October 25, 2016

CHALEDEEANNKA DEBORAH ANN ILLIAMS

GOYENS-BELL EBERWEIN

(in proper)

ROBERT EBERWEIN (in

proper)

PMB 426666

SAN FRANCISCO, CA

94142

TODD ROTHBARD, ESQ 100 SARATOGA AVE..

SUITE #200

SANTA CLARA, CA 95051

ALAMEDA COUNTY SUPERIOR COURT 1225 FALLON STREET 2ND FLOOR EXEC. OFFICE

OAKLAND, CA 94612

PETITIONER'S ATTORNEY

RESPONDENT'S ATTORNEY

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Kimberly Colwell

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ATTORNEY OR DARTY IMPURITY ATTORNEY (New Out of the control of the	IVIC-701
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Harvey Ottovich, owner, trustee. 15601 Washington Avenue, San Lorenzo, CA 94580	FOR COURT USE ONLY
TELEPHONE NO.: 510-7899234 FAX NO.: E-MAIL ADDRESS:	
ATTORNEY FOR (Name): In Propria Persona	
COURT OF APPEAL, APPELLATE DISTRICT, DIVISION	1
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 24405 AMADOR STREET	
MAILING ADDRESS: 24405 AMADOR STREET	
CITY AND ZIP CODE: Hayward 94544	
BRANCH NAME: HAYWARD HALL OF JUSTICE	
PLAINTIFF/ PETITIONER: Harvey Ottovich, owner, trustee. DEFENDANT/ RESPONDENT: Leo F. Bautista	
OTHER:	
DECUEST TO SULF	
REQUEST TO FILE NEW LITIGATION BY VEXATIOUS LITIGANT	CASE NUMBER:
Type of case: Limited Civil	RG16804977
Family Law Probate Other	
 I have been determined to be a vexatious litigant and must obtain prior court approval to fil represented by an attorney. Filing new litigation means (1) commencing any civil action or application, or motion (except a discovery motion) under the Family or Probate Code. I have attached to this request a copy of the document to be filed and I request approval from the probate Code. 	proceeding, or (2) filing any petition,
judge of the above court to file this document (name of document):	on the presiding justice or presiding
· ·	
 The new filing has merit because (Provide a brief summary of the facts on which your claim suffered or will suffer; and the remedy or resolution you are seeking): 	n is based; the larm you believe you have
4. The new filing is not being filed to harass or to cause a delay because (give reasons):	CEIVED R -5 P b: 09 AN Y. SOUNG S DISTRICT COURT DIST. OF CA.
I declare under penalty of perjury under the laws of the State of California that the foregoing is	true and correct.
Date: 10/07/2016	. 1
Harvey Ottovich	Harch
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Form Approved for Optional Use Judicial Council of California MC-701 [Rev. January 1, 2013] REQUEST TO FILE
NEW LITIGATION BY VEXATIOUS LITIGANT

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Code of Civil Procedure, § 391.7 www.courts.ca.gov

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(this isbecause my rents, employment mortgagesm taxes, being N/C Vasona Management dba Lorenzo Commons LLC slaYED BY usbcsdsny 12-12020 ET AL pOC 294-31'3 FRBOGI 16201 Hesperian Blvd Office pmb 426666, S.F., ca 94142-6666 II. BASIS OF JURISDICTION (Place un "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place on "X" in One Box for Plaintiff (For Diversity Cases Only) and One Box for Defendant) ≥ 3 Federal Question 2 1 U.S. Government PTF DEF Plaintiff (U.S. Government Not a Party) Citizen of This State *1 0 1 Incorporated or Principal Place X I 04 of Business In This State D 2 U.S. Government J 4 Diversity ★ 2 Incorporated and Principal Place Citizen of Another State 7 2 X 0 5 Defendant (Indicate Citizenship of Parties in Item III) of Business In Another State Citizen or Subject of a J 3 Foreign Nation 0 6 76 Foreign Country IV. NATURE OF SUIT (Place an "X" in One Box Only) CONTRACT FORFEITURE/PENALTY BANKRUPTCY □ 110 Insurance PERSONAL INJURY PERSONAL INJURY 7 625 Drug Related Science 7 422 Appeal 28 USC 158 ☐ 375 False Claims Act ☐ 120 Marine J 310 Airplane 365 Personal Injury of Property 21 USC 881 □ 423 Withdrawal J 376 Qui Tam (31 USC D 130 Miller Act 315 Airplane Product □ 690 Other Product Liability 28 USC 157 3729(a)) ☐ 140 Negotiable Instrument Liability Cl 367 Health Care 400 State Reapponionment X 150 Recovery of Overpayment □ 320 Assault, Libel & Pharmaceutical PROPERTY RIGHTS ☐ 410 Antitrust & Enforcement of Judgmen Slauder Personal Injury ☐ 820 Copyrights ☐ 430 Banks and Banking J 151 Medicare Act ☐ 330 Federal Employers' Product Liability 330 Patent ☐ 450 Commerce ☐ 460 Deportation 7 152 Recovery of Defaulted Liability 368 Asbestos Personal □ 840 Trademark Student Loans J 340 Marine Injury Product ☐ 470 Rucketeer Influenced and (Excludes Veterans) 345 Marine Product Liability LABOR SOCIAL SECURITY Corrupt Organizations Liability □ 153 Recovery of Overpayment PERSONAL PROPERTY 7 710 Fair Labor Standards 7 861 HIA (1395ff) 1 480 Consumer Credit of Veteran's Benefits ☐ 350 Motor Vehicle ☐ 370 Other Fraud ☐ 862 Black Lung (923) Act 3 490 Cable/Sat TV J 160 Stockholders' Suits 355 Motor Vehicle 371 Truth in Lending J 720 Labor/Management ☐ 863 DIWC/DIWW (405(g)) 350 Securities/Commodities/ J 190 Other Contract Product Liability ☐ 380 Other Personal Relations 3 864 SSID Title XVI Exchange 7 195 Contract Product Liability 7 360 Other Personal 7 740 Railway Labor Act Property Damage S90 Other Statutory Actions □ \$65 R51 (405(g)) ☐ 196 Franchise 385 Property Damage Injury → 751 Family and Medical ☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information J 362 Personal Injury -Product Liability Leave Act Medical Malpractice 790 Other Labor Litigation REAL PROPERTY CIVIL RIGHTS PRISONER PETITIONS 3 791 Employee Retirement FEDERAL TAX SUITS Act ☐ 210 Land Condemnation 7 440 Other Civil Rights Habeas Corpus: Income Security Act J 870 Taxes (U.S. Plaintit) ☐ 896 Arbitration ☐ 220 Foreclosure ☐ 441 Voting 463 Alien Detainee or Defendant) → 899 Administrative Procedure ☐ 230 Rent Lease & Ejectment O 442 Employment J 510 Motions to Vocate IRS-Third Party Act/Review or Appeal of a 240 Torts to Land O 443 Housing/ Sentence 26 USC 7609 Agency Decision 245 Tort Product Liability Accommodations 7 530 General ☐ 950 Constitutionality of 290 All Other Real Property 7 445 Amer, w/Disabilities 3 535 Death Penalty IMMIGRATION State Statutes Employment Other: 7 462 Naturalization Application 7 446 Amer, w Disabilities ☐ 465 Other Immigration 7 540 Mandamus & Other Other ☐ 550 Civil Rights Actions 刀 ☐ 448 Education 555 Prison Condition 3 560 Civil Detainee -M Ow Conditions of 0 Confinement SPA V. ORIGIN (Place on "X" in One Box Only) 103 Original X2 Removed from **J** 3 Remanded from Reinstated or 8-Multidistrict Transferred from Proceeding State Court Appellate Court Reopened Another District Litigation -Tansti Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 157, 1330-1336, et seq. VI. CAUSE OF ACTION Brief description of cause:
(V) hisateblower retaliation for Attorney's [banks as attorneys for RMBS] filing in wrong court and seizing property VII. REQUESTED IN CHECK IF THIS IS A CLASS ACTION DEMAND S CHECK YES only if demanded in complaint: COMPLAINT: UNDER RULE 23, F.R.Cv.P JURY DEMAND: Yes O No VIII. RELATED CASE(S) (See instructions) IF ANY JUDGE LAURA BEELER DOCKET NUMBER 16-cv-3219, 16-cv-3212 DATE 08/05/2016 FOR OFFICE USE ONL

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

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	The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)											
7	Vasona Management dba Lorenzo Commons LLC, [Todd Rothba Attorney unverifed Complaint] HG16819912				Robert D Ewberwein, Robert Eberwein dba 3109 King St Property Management, Chaledeeannka Deborah Ann Williams Goyens-Bell Eberwein, Does							
	(b) County of Residence	of First Listed Plaintiff EXCEPT IN U.S. PLAINTIFF C		County of Residence of First Listed Defendant Sulfok (Securities litigation (IN U.S. PLAINTIFF CASES ONLY)								
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The 15 44 civil cover sheet and the information contained berein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the fundicial Conference of the United Smice in September 1974, is required for the use of the Clerk of Court for the provided by local initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) (81/10 .Val) pt 21

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> SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA The foregoing instruments are true and correct copies of the original or file in the fice TEST: AUG 2 6 2016

ERK OF THE SUPERIOR COURT

Deputy

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1	VERIFICATION				
2	I, Harvey Ottovich, have read the above Pr				
3	and know its contents. The matters stated in the foregoing document are true of my own				
4	knowledge, except as to those matters that are stated on information and belief, and as to those				
5	matters I believe them to be true.				
6	I declare under penalty of perjury under the laws of the State of California that the				
7	foregoing is true and correct and that this Declaration is executed on the day of				
8	Nov., ,2016.				
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10	The state of the s				
11	Harvey Ottovich				
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UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA 1300 Clay Street (2d fl.) owkland, CA. 94612 12 13 14

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Post-petition Postmark on Notice:

At the hearing, Plaintiff also asserted the post-petition mailing of the Notice was a violation of the automatic stay. The parties do not dispute that the postmark date on the envelope for the Notice is December 29, 2011. However, there are no facts alleged that the Defendants had notice of Plaintiff's bankruptcy filing at the time the Notice was deposited into the mail. Plaintiff filed her petition at 4:13 p.m. on December 28, 2011. At approximately 6 p.m., Plaintiff delivered to Mr. Pilgrim's place of business a letter dated December 28, 2011 stating that "as of today I will be in active bankruptcy." The letter did not contain a copy of the petition or a reference to a case number. It is unclear whether the Notice was deposited in the mail prior to the delivery of Plaintiff's letter. Simply put, the substantially contemporaneous mailing of a Notice posted pre-petition is insufficient to establish a knowing and willful violation of the automatic stay.

Additional Allegations:

Plaintiff's statement references phone calls and statements purportedly made by Defendants after they received notice of the bankruptcy. However, no facts are provided as to when and where such statements were made. Further, they contradict Plaintiff's deposition testimony that after December 28, 2011 she never had any telephone contact with Ron Pilgrim. Plaintiff was requested to identify those facts supporting her claims for violation of the automatic stay. General statements without essential information regarding when the statements were made, particularly where contradicted by Plaintiff's testimony, are not sufficient to establish a claim.

Conclusion:

At the request of the Court, Plaintiff filed a statement identifying facts supporting her claim that Defendants knowingly and willfully violated the automatic stay. The facts asserted are insufficient to establish a knowing and willful violation of the automatic stay pursuant to Bankruptcy Code § 362(k). As such, the court finds that it would be unduly burdensome to Defendants and a waste of judicial resources to proceed to trial on claims for which there is no factual support. On that basis, Plaintiff's remaining claims will be dismissed by order of the court entered contemporaneously herewith.

END OF ORDER

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1 plaintiff that does not exist and I am currently locked out twice from 15601 Washington Avenue 2 San Lorenzo California and 16201 Hesperian Blvd San Lorenzo, California. These cases are 3 hidden by the local employment of Trustees and the use of California law not the law of the 4 tursts the co-workers put their wages into. After years of lawsuits The 50 plus states joined into a 5 consent order. My employer a Joint venture with Japan Corporation filed Bankruptcy in New 6 York in 2009 and their 51 REO Debt collector, Executive Trustee Service for example, in New 7 York. They made a decision New York Law would control the lawsuits that were sold February 8 2013 To Ocwen loan Servicing. In My employer on-going bankruptcy cases in New York.. So 9 the debt collector do not ask for attorney fees and only default clerks' entry of default. This has 10 been the pattern for yaers. So I currently sleep at 36224 Pecan Court Fremont California. And 11 Been working out the office of 15600 lorenzo Avenue-15601 Washington Blvd, San Lorenzo 12 Ca 94580. 13 Where fore I submit this prayer for relief that The Article Three Jurisdiction uphold the Orders 14 From New York Bankrupptcy Court in all 51 cases and requiren NewYork Law be cited and 15 ULD Cases be removed to New York . See Attached Lists 16 Date: November 17, 2016 17 Robert Daniel Eberwein for Heirs of Jack 18 Ottovich Estate P-\$00021 and Jeanette Ottovich 19 Estate P-50002 20 21 22

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12-12020-mg Doc 10391-5 Filed 05/17/17 Entered 05/17/17 09:30:04 Filed 04/07/43 of 63 ered 04/13/17 15:49:45 Main Document 12-12020-mg Doc 10358 Pg 42 of 62 Case 2:16-cv-02745-MCE-CKD Document 2 Filed 11/21/16 Page 1 of 8 AO 240 (Rev. 07/10) Application to Proceed in District Court Without Prepaying Fees or Costs (Short Form) MAR JOLINA United States District Court for the SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA ESTATE OF JACK OTTOVICH P-500021 Plaintiff/Petitioner LEO F.BAUTISTA SPECIAL ADMINTR Defendant/Respondent APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS (Short Form) I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested. In support of this application, I answer the following questions under penalty of perjury: 1. If incarcerated. I am being held at: If employed there, or have an account in the institution, I have attached to this document a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months for any institutional account in my name. I am also submitting a similar statement from any other institution where I was incarcerated during the last six months. 2. If not incarcerated. If I am employed, my employer's name and address are: My gross pay or wages are: \$, and my take-home pay or wages are: \$ (specify pay period) 3. Other Income. In the past 12 months, I have received income from the following sources (check all that apply):

If you answered "Yes" to any question above, describe below or on separate pages each source of money and state the amount that you received and what you expect to receive in the future.

SEIZED, BY TAX LIENS, AND DISABLED VETERANS HARVEY OTTOVICH AND MARK OTTOVICH, HAVE RECIEVED FEE WAIVER IN STATE COURT

☐ Yes ☑ Yes

O Yes

W Yes

□ Yes

& Yes

(a) Business, profession, or other self-employment

(d) Disability, or worker's compensation payments

(c) Pension, annuity, or life insurance payments

(b) Rent payments, interest, or dividends

(e) Gifts, or inheritances

(f) Any other sources

Att Bely

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17	In Re: EBERWEIN
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21	By Opted Out Investor/Shareholder Robert Daniel Eberwein By POA Paying
22	Robert Daniel Eberwein By POA Paying Agent dba 394717/388883 HAUE TO CHANGE APPEAL CHEE NUMBER Probate SIPA SEC
23	To All Parties, Claims Agents, State Court Judges, Bankruptcy, Tax., Probate, SIPA, SEC
24	FRBOGR, DOJ, Sheriffs, Marshalls. I Robert Daniel Eberwein From 1991-2016 Invested in
25	several failed RMBS. And having been told of losts with my bank stocks' I bought bonds that
26	insure the lending institutions. I gave 1/3 Interest to my paying agent to track default loans here
27	all over in ULD cases under 10,000.00. A default judgment for possession was obtained by a
28	1 AND THE FOR DAMAGES A THE WILL

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B 4 (Official Form 4) (12/07)

UNITED STATES BANKRUPTCY COURT

Northern District of California

In re	Roybal-De-AGuero	Case No. 12-12023-AJ13
	Debtor	
		Chapter

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code Susan Keller	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted Prime Pacific Realty	Nature of claim (trade debt, bank loan, government unliquid contract, etc.) Lien against Caspar Inn	Indicate if claim is contingent, lated, state va disputed or subject to setoff disputed and	Amount of clain [if secured also lue of security]
Mark Munoz		Wise & Eclispe Road,	setoff disputed and	
GMAC_NDEX	Unknown	Auburn Ca	setoff	
Date: _	07/27/12	Delling Kn	Mal Aldyn	let .

[Declaration as in Form 2]

ij			17/17 Entered 05/17/17 / 46 of 69 ered 04/13/17 15: Pg 45 of 62		
	ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number,	and ad	•		EJ-130
	WILLIAM L. PARTRIDGE, SBN 260166 JASON W. SHORT, SBN 263667 PITE DUNCAN, LLP 4375 Jutland Drive, Suite 200		,	FC	OR COURT USE ONLY
	P.O. Box 17934, San Diego, CA 92177-0934 TELEPHONE NO.: (858) 750-7600 FAX NO. (Op EMAIL ADDRESS (Optional): ATTORNEY FOR (Name): HSBC Bank	tional):	(619) 590-1385		t mare, www.e.
	ATTORNEY FOR JUDGMENT CREDITOR ASSIG	NEE O	FRECORD	1	
	SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAME STREET ADDRESS: MAILING ADDRESS: CITY AND IT CODE: Hayward, CA 94544	EDA			g.
	BRANCH NAME: County of Alameda - Hayward Hall of Justice				
				1	81
	PLAINTIFF: HSBC Bank		21		
	DEFENDANT: Chaaledeeannka Debra A. Williams B				
	WRIT EXECUTION (Money June 1977) EXECUTION (Money June 197	ıdgm	ent) Personal Property	CASE NUMBER	RG09441942
1	OF		☑ Real Property		
Į	SALE				
	 (Name): HSBC Bank USA, National Association, as Trust 2006-A, its successors and/or a 	ssign	S		
	is the 🗵 judgment creditor 🔲 assignee of record who	ose a	ddress is shown on this form above t	he court's nam	ne.
4	Judgment debtor (name and last known address:		5 7 • • • • • • • • • • • • • • • • • • •		
	haaledeeannka Debra A. Williams		See next page for information of elivered under a writ of possession or		5 10 p. 10 p
	berwein Goyens-Bell 853 9th Ave. Unit 1	7E 2	This writ is issued on a sister-s		
	akland, CA 94606	11.	Total Judgment		00.00
	·	12.	Costs after judgment (per filed orde	r or	
1			memo CCP 685.090)		00.00
			Subtotal (add 11 and 12) Credits	-	00.00
		15.			00.00 00.00
_		0.00	Interest after judgment (per filed affi	-	00.00
	☐ Additional judgment debtors on next page		CCP 685.050) (not on GC 6103.5 fe		00.00
5.	Judgment entered on (date): Oct 16 2009	17.	Fee for issuance of writ	\$	25.00
		18.	Total (add 15, 16, and 17)	\$_	25.00
6.	☐ Judgment renewed on (dates):	19.	Levying officer: (a) Add daily interest from date of v		
7.	Notice of sale under this writ a. ☑ has not been requested		(at the legal rate on 15) (not on GC 6103.5 fees) of	\$	00.00
	 b. has been requested (see next page). 		(b) Pay directly to court costs inclu	ded in	
.8.	 Joint debtor information on next page. 		11 and 17 (GC 6103.5, 68511.3 699.520(i))	s; CCP	00:00
_		20.	☐ The amounts called in items 11	-19 are differe	nt for each debtor.
	[SEAL]		These amounts are stated for e	ach debtor on	Attachment 20.
	Issued on (date): JUI	N 0	9 2010 PAT S. SWEETEN	WICHELLE	ESGUERRA Deputy
	NOTICE TO PER	RSON	SERVED: SEE NEXT PAGE FOR	RIMPORTAN	T INFORMATION

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PLAINTIFF: HSBC Bank	CASE NUMBER: RG09441942
DEFENDANT: Chaaledeeannka Debra A. Williams Eberwein Goyens-Bell , et al.	
— Items continued from page 1 — 21. Additional judgment debtor (name and last known address):	
	8 8 °
	· ·
22. Notice of sale has been requested by (name and address):	
23.	te): and address of joint debtor:
 (Writ of Possession or Writ of Sale) Judgment was entered for the following: a. Possession of real property: The complaint was filed on (date): March 18, 2009 (1) The Prejudgment Claim of Right to Possession was served in compliance with The judgment includes all tenants, subtenants, named claimants, and other of the prejudgment Claim of Right to Possession was NOT served in compliant (a) \$ 30.00 was the daily rental value on the date the complaint was (b) The court will hear objections to enforcement of the judgment under CC 	th CCP 415.46. Decupants of the premises. Deceive with CCP 415.46. Silved.
Dates (specify): b. Possession of personal property If delivery cannot be had, then for the value (itemize in 9e) specified in the jude. C. Sale of personal property.	
 d.	

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (Form EJ-150). WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a monetary judgment for the value of the property specified in the judgment or supplemental order.

WRIT OF POSSESSION OR REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable costs of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

▶ A Claim of Right to Possession for accompanies this writ (unless the Summons was served in compliance with CCP 415.46).

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12-12020-mg Doc 10358 Filed 04/07/T9 "Entered	
TO (Name and Address): Pg 47 of 62	LEVYING OFFICER (Name and Address):
Chaaledeeannka Debra A Williams	Alameda County Sheriff's Office
	Sheriff's Civil Unit
1853 9th Avenue Unit I	Room 104
	1225 Fallon St.
Oakland, CA 94606	Oakland, CA 94612
NAME OF COURT, JUDICIAL DISTRICT OF BRANCH COURT, IF ANY:	(510) 272-6910
Alameda County Superior - Hayward	Fax: (510) 272-6811
24405 Amador Street	7 dx. (010) 212-0011
Hayward, CA 94544	California Relay Service Number
Hayward Hall of Justice	(800) 735-2929 TDD or 711
PLAINTIFF:	COURT CASE NO.:
HSBC Bank	
DEFENDANT:	RG09441942
Chaaledeeannka Debra A Williams	
	LEVYING OFFICER FILE NO.:
Eviction Restoration Notice	2010006418

To: Evicted Tenants, Property Owners, Their Agents and The Local Police:

By virtue of a Writ of Execution for Possession of Real Property, the following property was restored to the landlord on:

Eviction Date:	Monday, September 20, 2010	
Eviction Address:	1853 9th Avenue Unit I Oakland, CA 94606	

Pursuant to Penal Code Sections 419 and 602, and judgment debtor, any persons removed by the Sheriff or Marshal, or any person not authorized by the landlord, who enters the real property after eviction, may be subject to arrest.

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for removal and storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all costs incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of the fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), if the property is valued at less than \$300.00, the landlord may dispose of the property or retain it for his own use. (1174 CCP)



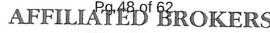
Date: 092010

Gregory J. Ahern Sheriff-Coroner

By:

Sheriff's Authorized Agent

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3630 - 35th Avenue Oakland, CA 94619-9982 (510) 530-8555 (510) 530-2465 Fax



Oct 2, 08 September 9, 2008

3 rd 109

To: C. Goyens-Bell 1853 9th Ave. 1 Oakland CA

Please be advised that we need to receive copies of lease or rental agreements by 9/20/08.

Thanks

Lordon ue receive copies of lease rental agreements were 12-12020-mg Doc 10391-5 Filed 05/17/17 Entered 05/17/17 09:30:04 Exh.E Pg 12-12020-mg Doc 10358 Filed 04/07/50 of Stered 04/13/17 15:49:45 Main Document Pg 49 of 62

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TO (Name and Address): Robert Eberwien aka Robert D Eberwein	LEVYING OFFICER (Name and Address): Alameda County Sheriff's Office
16201 Hesperian Blvd # 127 San Lorenzo, CA 94580	Sheriff's Civil Unit Room 104 1225 Fallon St. Oakland, CA 94612
NAME OF COURT, JUDICIAL DISTRICT OF BRANCH COURT, IF ANY: Alameda County Superior - Hayward 24405 Amador Street Hayward, CA 94544 Hayward Hall of Justice	(510) 272-6910 Fax: (510) 272-6811 California Relay Service Number (800) 735-2929 TDD or 711
PLAINTIFF: Lorenzo Commons LLC DEFENDANT: Robert Eberwein aka Robert D.Eberwein	COURT CASE NO.: HG16819912
Notice to Vacate	LEVYING OFFICER FILE NO.: 2016006158

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16201 Hesperian Blvd # 127 San Lorenzo, CA 94580

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Tuesday, October 04, 2016 6:01 AM

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.

Gregory J. Ahern Sheriff-Coroner

By: N-E(J) Authorized Agent

CPM Form 8.32 11/30/2009 (Revised)

Original

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TO (Name and Address): Robert Eberwien aka Robert D Eberwein	LEVYING OFFICER (Name and Address): Alameda County Sheriff's Office	
16201 Hesperian Blvd # 127 San Lorenzo, CA 94580	Sheriff's Civil Unit Room 104 1225 Fallon St. Oakland, CA 94612	
NAME OF COURT. JUDICIAL DISTRICT OF BRANCH COURT, IF ANY: Alameda County Superior - Hayward 24405 Amador Street Hayward, CA 94544 Hayward Hall of Justice	(510) 272-6910 Fax: (510) 272-6811 California Relay Service Number (800) 735-2929 TDD or 711	
PLAINTIFF: Lorenzo Commons LLC DEFENDANT: Robert Eberwein aka Robert D.Eberwein	COURT CASE NO.: HG16819912	
Notice to Vacate	LEVYING OFFICER FILE NO.: 2016006158	

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Eviction Address: 16201 Hesperian Blvd # 127 San Lorenzo, CA 94580

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Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.

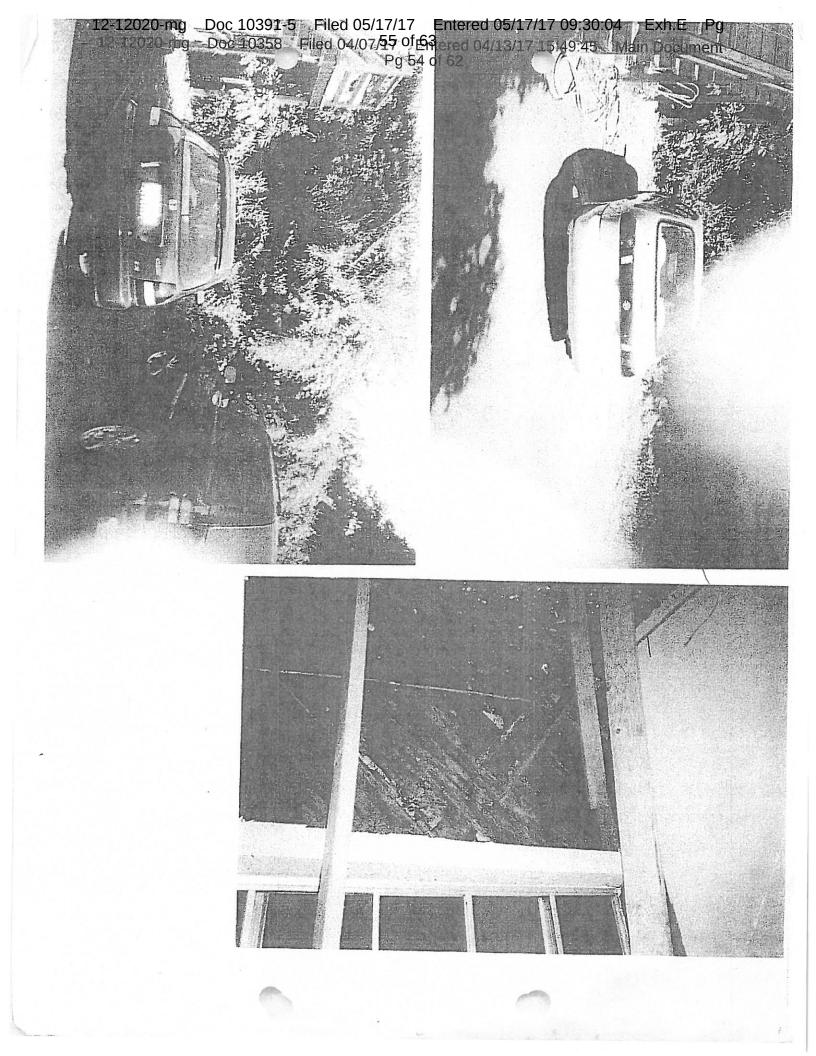
Gregory J. Ahern Sheriff-Coroner

By: Sheriff's Authorized Agent

CPM Form 8.32 11/30/2009 (Revised) **Original**

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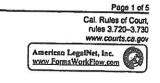


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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert S. McWhorter (CA 226186) Jarrett S. Osborne-Revis (CA 289193) LeClairRyan, LLP 400 Capitol Mall, Suite 155	FOR COURT USE ONLY			
Sacramento, CA 95814 TELEPHONE NO.: (916) 246-1140 FAX NO. (Optional): (916) 246-1155 E-MAIL ADDRESS (Optional): robert.mcwhorter@leclairryan.com ATTORNEY FOR (Name): Defendant U.S. Bank				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 24405 Amador Street MAILING ADDRESS:				
BRANCH NAME: Hayward, CA 94544 BRANCH NAME: Hayward Hall of Justice				
PLAINTIFF/PETITIONER: Randy Ottovich, et al. DEFENDANT/RESPONDENT: U.S. Bank National Association, et al.				
CASE MANAGEMENT STATEMENT (Check one): UNLIMITED CASE LIMITED CASE (Amount demanded (Amount demanded is \$25,000) or less)	CASE NUMBER: HG 13688578			
Address of court (if different from the address above):	Div.: Room:			
Notice of Intent to Appear by Telephone, by (name): Robert S. McWhorter or Jarrett S. Osborne-Revis INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. Party or parties (answer one): a. This statement is submitted by party (name): Defendant, U.S. Bank National Association, Successor In Interest To The Federal Deposit Insurance Corporation As Receiver For Downey Savings And Loan Association F.A. ("U.S. Bank") b. This statement is submitted jointly by parties (names): Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only) a. The complaint was filed on (date): Second Amended Complaint filed on April 9, 2014 b. The cross-complaint, if any, was filed on (date):				
a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed. b. The following parties named in the complaint or cross-complaint (1) have not been served (specify names and explain why not): (2) have been served but have not appeared and have not been dismissed (specify names): (3) have had a default entered against them (specify names): c. The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served): Description of case a. Type of case in complaint cross-complaint (Describe, including causes of action): Second Amended Compliant for: (1) Breach of Contract; (2) Unfair Business Practices; (3) Injunctive Relief; (4) Declaratory Relief; (5) Conversion; (6) Unjust Enrichment; (7) Common Count - Money Had and Received; (8) Constructive Trust. U.S. Bank demurred to the Second Amended Compliant. The Court entered an order sustaining the demurrer as to the third cause of action for injunctive relief. U.S. Bank answered the Second Amended Compliant on June 6, 2014.				

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	PLAINTIFF/PETITIONER: Randy Ottovich, et al. CASE NUMBER:							
10	DEFENDANT/RESPONDENT: U.S. Bank National Association, et al.							
T fo u	4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.) The Second Amended Complaint alleges that U.S. Bank improperly collected placed funds in a suspense account and forced placed flood insurance upon Plaintiffs. U.S. Bank denies the allegations. Mr. Bautista and U.S. Bank agreed upon the terms of settlement. The parties are finalizing their settlement agreement, which must be approved by the Probate Court. The Probate Court							
s	cineduled	a hearing for Nove more space is needed	mber 28, 2016 fo	or suc	h approval.			
5.		nonjury trial			on a page accigni		uo / muo/////	т чы.у
6.	The part requestir Trial dat	y or parties request ng a jury trial): ne	a jury trial	⊠ :	a nonjury trial.	(if	more than or	ne party, provide the name of each party
	a. ∐ b. ⊠	not, explain): All tria	en set. This case val dates were pre	vious	y vacated			he date of the filing of the complaint (if
7.	Estimate	es on which parties or ober 24-31, 2016; Noted length of trial or parties estimate the days (specify number hours (short causes)	hat the trial will taker): 2-3 days	16; De	ecember 19-31,	eify (201	dates and ex 6; January	plain reasons for unavailability): 2-5, 2017; February 22, 2017
8.	Trial reports The parts a. Attor b. Firm c. Addr	:	swered for each presented at trial	a <i>rty)</i> ⊠ by	the attorney or p	arty	listed in the	caption by the following:
		phone number:				f.	Fax numbe	r:
	A [Taken intereses a				g.	Party repres	cented:
		ail address: Iditional representatio	n is described in A	ttachm	ent 8.	9 .	. Take a	Series.
9.	Preferen	Iditional representatio				9.		Seriou.
1000	☐ Ad Preferen ☐ Th	lditional representatio	oreference (specify			9.		Seriou.
10.	Preferen Th Alternativ a. ADR	ditional representations ce is case is entitled to posserve dispute resolution information package	oreference (specify n (ADR) e. Please note that age provided by the	code :	section):	s ar	e available ir formation at	different courts and communities; read bout the processes available through the
10.	Preferen Th Alternativ a. ADR the A count (1) For	ditional representations ce is case is entitled to possess ve dispute resolution information packag DR information packag	oreference (specify in (ADR) e. Please note that age provided by the rams in this case. by counsel: Couns	code :	section): ent ADR processe under rule 3.221 t	s are	nformation at	different courts and communities; road
10.	Preferen Th Alternativ a. ADR the A count (1) For	Iditional representation Iditional representation Iditional representation Iditional representation Information package Inform	oreference (specify in (ADR) e. Please note that age provided by the rams in this case. by counsel: Counse and reviewed ADR	code : differe court el 🔀	section): ent ADR processe under rule 3.221 to has has was with the client.	s are	formation at	different courts and communities; read bout the processes available through the d the ADR information package identified
10.	Preferen Th Alternativ a. ADR the A count (1) For in n (2) For	ditional representations ce is case is entitled to possesse is entitled to possesse is entitled to possesse is case is entitled to possesse information package. DR information package is and community programmer parties represented laule 3.221 to the client is self-represented partiral to judicial arbitral.	oreference (specify in (ADR) e. Please note that age provided by the rams in this case. By counsel: Counsel and reviewed ADF ites: Party has atton or civil action	code : differe court el 🖾 R optio	section): ent ADR processe under rule 3.221 in the second has has many with the client. The second has not reviewed the second has not review	s are or ir not d the	formation at provider	different courts and communities; read bout the processes available through the different information package identified mation package identified in rule 3.221.
10.	Preferen Th Alternativ a. ADR the A count (1) For in n (2) For	iditional representations ce is case is entitled to prove dispute resolution information package DR information package and community programmers parties represented I ule 3.221 to the client self-represented part real to judicial arbitra This matter is subje	oreference (specify in (ADR) e. Please note that age provided by the rams in this case. By counsel: Counsel and reviewed ADF ites: Party has atton or civil action of the ramadatory judents.	code : differe court el 🔀 R optio	section): ent ADR processe under rule 3.221 in the second in the client. I has not reviewe diation (if available rbitration under Commerces)	s are not the node	of Civil Proces	different courts and communities; read bout the processes available through the d the ADR information package identified
10.	Preferen Th Alternativ a. ADR the A count (1) For in n (2) For	ditional representation ce is case is entitled to prove dispute resolution information package. DR information package and community programmer represented by the client self-represented partiral to judicial arbitration and control to judicial arbitration under Constatutory limit.	oreference (specify in (ADR) e. Please note that age provided by the rams in this case. By counsel: Counsel and reviewed ADI ites: Party has atton or civil actic ct to mandatory judge of Civil Proceduler this case to judicer this case th	code : differe court el 🔀 R optio s 🗀 on medicial a	ent ADR processe under rule 3.221 fas has has has be something in the client. has not reviewed liation (if availably rbitration under Cotton 1775.3 because	s are for ir not d the e).	formation all provides and prov	different courts and communities; read bout the processes available through the different courts and communities; read bout the processes available through the different court and court action and court action and court action and court action.

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3		Olut-110
PLAINTIFF/PETITIONER: Randy Ottovich, et al.	CASE NUMBER: HG 13688578	
DEFENDANT/RESPONDENT: U.S. Bank National Association, et al.	NG 13000376	
DEFENDANTAGE ONDENT. U.S. BAIR NATIONAL ASSOCIATION, et al.		

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation		 ☐ Mediation session not yet scheduled ☐ Mediation session scheduled for (date): ☐ Agreed to complete mediation by (date): ☐ Mediation completed on (date):
(2) Settlement conference		 □ Settlement conference not yet scheduled □ Settlement conference scheduled for (date): □ Agreed to complete settlement conference by (date): □ Settlement conference completed on (date):
(3) Neutral evaluation		 Neutral evaluation not yet scheduled Neutral evaluation scheduled for (date): Agreed to complete neutral evaluation by (date): Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration		☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for (date): ☐ Agreed to complete judicial arbitration by (date): ☐ Judicial arbitration completed on (date):
(5) Binding private arbitration		Private arbitration not yet scheduled Private arbitration scheduled for (date): Agreed to complete private arbitration by (date): Private arbitration completed on (date):
(6) Other (specify):		 □ ADR session not yet scheduled □ ADR session scheduled for (date): □ Agreed to complete ADR session by (date): □ ADR completed on (date):

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	PLAIN	ITIFF/PETITIONER: Randy Ottovich, et al.	CASE NUMBER:
D	EFENDA	NT/RESPONDENT: U.S. Bank National Association, et al.	HG 13688578
11.	Insura a. b. Re c.	Insurance carrier, if any, for party filing this statement (name): eservation of rights: Yes No Coverage issues will significantly affect resolution of this case (explain):	
12		e any matters that may affect the court's jurisdiction or processing of this case and Bankruptcy Other (specify):	d describe the status.
***	Relate a.	d cases, consolidation, and coordination There are companion, underlying, or related cases. (1) Name of case: (2) Name of court: (3) Case number: (4) Status: Additional cases are described in Attachment 13a. A motion to consolidate coordinate will be filed by (re	ame party):
14.	Bifurca Ti	ntion ne party or parties intend to file a motion for an order bifurcating, severing, or coo ction (specify moving party, type of motion, and reasons):	rdinating the following issues or causes of
15.	Other r	notions	
	U U M sı	ne party or parties expect to file the following motions before trial (specify moving S. Bank anticipates it will file a motion for judgment on pleadings to strik ark Ottovich, a motion to require Mark Ottovich to post a bond as a resulummary judgment.	e all causes of action as pertaining to
	Discov a.	ery The party or parties have completed all discovery.	
	b 🗵	The following discovery will be completed by the date specified (describe all an	ticipated discovery):
Defe		<u>Party</u> <u>Description</u>	<u>Date</u>
	endant endant	Written Discovery Depositions	Per Code
5011	or race it	Depositions	Per Code
9	Par cor	The following discovery issues, including issues regarding the discovery of electronic anticipated (specify): electronic depositions of Randy Ottovich and Karen Rayl are completed. The depositions of Randy Ottovich and parties agreed to continue the deposities agreed to waive the seven (7) hour limitation of the deposition. U.S. attinued deposition of Mark Ottovich as well as Harvey Ottovich, but neither the parties' anticipated resolution of this case.	position of Mr. Mark Ottovich sition due to Mr. Ottovich's health. Bank repeatedly noticed the

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PLAINTIFF/PETITIONER: Randy Ottovich, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: U.S. Bank National Association, et	HG 13688578
17. Economic litigation	
of Civil Procedure sections 90-98 will apply to this case	
b. This is a limited civil case and a motion to withdraw the discovery will be filed (if checked, explain specifically we should not apply to this case):	e case from the economic litigation procedures or for additional why economic litigation procedures relating to discovery or trial
этэм этэ эргүү та инг этгэү.	
18. Other issues	
	atters be considered or determined at the case management
conference (specify):	and the second of the second o
e e	
19. Meet and confer	
 a. Mathematical The party or parties have met and conferred with all party court (if not, explain): No meeting as occurred as the 	ties on all subjects required by rule 3.724 of the California Rules of
oddit (ii not, explain). No meeting as occurred as th	e parties anticipate that this case will settled.
b. After meeting and conferring as required by rule 3.724 of the	e California Rules of Court, the parties agree on the following
(specify):	
¥	
20. Total number of pages attached (if any):0	
I am completely familiar with this case and will be fully prepared to dis as well as other issues raised by this statement, and will possess the the case management conference, including the written authority of the	authority to enter into stimulations on these issues at the time of
Date: October 20, 2016	
3.000	May 11
Robert S. McWhorter	
(TYPE OR PRINT NAME)	(SIGNATURE OF PARTY OR ATTORNEY)
·	(Signatural of Antional)
(TYPE OR PRINT NAME)	(SIGNATURE OF PARTY OR ATTORNEY)
	Additional signatures are attached.



12 . 1	2-120 .2-12	20-mg Doc 10391-5 Filed 05/17/17 Entered 05/17/17 09:30:04 Exh.E Pg 20-mg Doc 10358 Filed 04/07/ 62 of 63 of 62				
	1	PROOF OF SERVICE				
	The undersigned declares:					
	3	I am employed in the County of Sacramento, State of California. I am over the age of 18 and am not a party to the within action; my business address is c/o LeClairRyan, 980 9th Street, 16th Floor, Sacramento, CA 95814.				
	5	On October 20, 2016 I served the foregoing				
	6	CASE MANAGEMENT STATEMENT				
	7	on parties to the within action as follows:				
	8	X (VIA U.S. MAIL) I placed for collection and deposit in the U.S. mail, copies of the above mentioned document(s), following the practice and procedure of LeClairRyan LLP.				
	10	Legatify and declars under namelty of namings that the formation is				
	11	I certify and declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on October 20, 2016 at Sacramento, California.				
	12					
	13	Dana Bardon				
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	11	THOU OF BERTIEF				

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1	SERVICE LIST					
2 3 4 5	Randall B. Schmidt, Esq. Law Offices of Randall B. Schmidt 555 California Street, Suite 4925 San Francisco, CA 94104 Telephone: (415) 659-1524 Facsimile: (415) 659-1525 Email: randalls@yahoo.com	Attorney for Plaintiffs RANDY OTTOVICH, MARK OTTOVICH, AND KAREN RAYL				
7 8 9 10	Daniel A. Presher, Esq. Law Offices of Daniel A. Presher 303 W. Joaquin Avenue, Suite 140 San Leandro, CA 94577 Telephone: (510) 483-9834 Facsimile: (510) 357-3421 Email: lodap@sbcglobal.net	Attorney for Special Administrator LEO F. BAUTISTA				
11 12 13	Mark Ottovich 36224 Pecan Court Fremont, CA 94536 Telephone: (510) 789-9234 Email: markoip@aol.com	Former Plaintiff in Propria Persona				
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- 2 -PROOF OF SERVICE